

UNITED STATES
DEPARTMENT OF
AGRICULTURE

COMMODITY
CREDIT
CORPORATION

KANSAS CITY
COMMODITY OFFICE
P.O. BOX 419205
KANSAS CITY, MO 64141-6205

EFFECTIVE: August 30, 2000

ANNOUNCEMENT SFSO1

PURCHASE OF REFINED SUNFLOWER SEED OIL FOR USE IN EXPORT PROGRAMS



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REFINED SUNFLOWER SEED OIL

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**ANNOUNCEMENT SFSO1
PURCHASE OF REFINED SUNFLOWER SEED OIL
FOR USE IN EXPORT PROGRAMS**

1. GENERAL

A. Invitation for Offers

- (1) The Commodity Credit Corporation (CCC) will from time to time issue an invitation for offers under this announcement to sell refined sunflower seed oil (hereinafter referred to as sunflower seed oil or product) to CCC for use in export programs.
- (2) The invitation will specify the office to which offers are to be submitted, the closing time for receipt of offers, and provisions applicable to the proposed procurement which are in addition to or different from those set forth herein.

B. Terms and Conditions

- (1) Provisions of "General Terms and Conditions For the Procurement of Agricultural Commodities or Services," USDA-1, Revision No. 2, as amended (USDA-1), are incorporated as specified in Section 5 of this announcement.
- (2) Offerors are cautioned to read all terms and conditions of USDA-1, this announcement, the Total Quality Systems Audit (TQSA) Supplier guidelines, the appendixes to this announcement, and the invitation.

C. Certifications, Representations, and Warranties

Appendix 1 to this announcement contains certifications, representations, and warranties that must be certified and submitted annually to CCC prior to or with an offer. In addition to an annual submission, offerors must submit an updated Appendix 1 as changes in the certifications, representations, and warranties submitted to CCC occur throughout the year.

D. Packaging and Marking Specifications

Appendix 2 to this announcement contains the detailed packaging and marking specifications, and other requirements, applicable to the product delivered under this announcement.

2. ELIGIBILITY OF OFFERORS

To be eligible to submit an offer under this announcement, the offeror must:

- A. Submit a completed "Solicitation Mailing List Application" (Standard Form 129) to the contracting officer prior to a first offer. Offeror must complete all portions of form SF-129, except Item 18, and include the following additional information for:
 - (1) Item 8. Identify all affiliates including any parent company. Provide full name and main office address. A "parent" company is one that owns or controls the activities and basic business policies of the bidder. An "affiliate" is defined on the back of the form.
 - (2) Item 10. Identify the commodities/products the offeror is interested in supplying.
 - (3) Items 19 and 20. Must be an officer of the company.
- B. Offerors must resubmit form SF-129 as necessary when the information requires updating.
- C. Affirmatively demonstrate responsibility as defined in Federal Acquisition Regulation (FAR) 9.104-1. CCC may request a pre-award survey to be conducted by the Defense Contract Management Command for the purpose of evaluating the offeror's ability to perform the contract.
- D. Meet the definitions of a dealer or manufacturer as defined below. **Brokers are ineligible to submit offers.**
 - (1) Manufacturer, means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - (2) Regular dealer, means a person that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and sold to the public in the usual course of business.
- E. Maintain a bona fide business office in the United States for the purpose of selling to CCC the product described in this announcement. Additionally, the offeror must maintain an office, employee, or agent for service of process.

- F. Meet the requirements of the Total Quality Systems Audit (TQSA) program. Offerors shall only be allowed to offer from plants that have been audited under TQSA and have received a score of at least 70 points. The Total Quality Systems Audit Suppliers Guidelines setting forth TQSA requirements may be obtained at the Internet location www.fsa.usda.gov/daco/TQSA/tqsa.htm or by contacting:

TQSA Coordinator
USDA/FSA/PDD/Stop 0551
1400 Independence Avenue, SW
Washington, DC 20250-0551

Phone: 202-690-2534
Fax number: 202-690-1809

3. SUBMISSION OF OFFERS

A. How to Submit Offers

- (1) Offers, modifications, withdrawals of offers, and price adjustments must be submitted by using the Electronic Bid Entry System (EBES). **(The invitation will specify the Internet address to which offers, modifications, withdrawals of offers, and price adjustments are to be submitted).** Submission of the above by any means other than EBES will be determined nonresponsive.
- (2) CCC will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on our web server including but not limited to the following:
 - (a) Any failure of the offeror's computer hardware or software.
 - (b) Availability of your Internet service provider.
 - (c) Delay in transmission due to the speed of your modem.
 - (d) Delay in transmission due to excessive volume of Internet traffic.
- (3) Product Conformance Certification - By submitting an offer, the bidder certifies that the product to be delivered conforms in all respects with the contract requirements, specifications, standards and quality assurance practices as stated in applicable announcement. The government reserves the right to require proof of such conformance.

B. Where and When to Submit Offers

- (1) Offers, modifications, withdrawals of offers, and price adjustments must be submitted to the Kansas City Commodity Office (KCCO), EBES web page and received by the date and local time specified in the invitation for receipt of offers. In the event such date falls on a business day when KCCO is officially closed, offers must be received by the specified time on the next succeeding business day.
- (2) The time of receipt will be determined and recorded by the EBES system.

C. Late Submissions, Modifications, and Withdrawals of Bids

- (1) Any bid received by the EBES system after the designated time specified for receipt in the invitation will not be considered.
- (2) Notwithstanding paragraph C(1) above, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (3) Notwithstanding paragraph A(1) above, a bid may be withdrawn in person by a offeror or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

D. Delivery Basis

- (1) Offer prices will be quoted and delivery will be either , f.a.s. vessel, intermodal plant, or intermodal bridge as specified in the contract.
- (2) Contractors must deliver the commodity according to the following:
 - (a) Contracts for f.a.s. vessel must be delivered in accordance with Article 56 of USDA 1.
 - (b) Contracts for intermodal plant must be delivered f.o.b. conveyance. Contractors are responsible for obtaining the transportation conveyance and loading the cargo. Steamship lines are responsible for transportation costs to the U.S. port and all charges incurred to load vessel.
 - (c) For intermodal bridge contracts, contractors are responsible for loading cargo and paying for transportation costs to a specific location at the designated U.S. point, named by the steamship line. Contractors are to contact the notify party indicated on the Notice to Deliver and/or the steamship line to obtain the exact location for delivery. Steamship lines are responsible for transportation expenses incurred (if any) to move the transportation conveyance to a U.S. port, unloading the conveyance (including container stuffing charges, where applicable), and all charges incurred to load the vessel.

4. ACCEPTANCE OF OFFERS

- A. CCC will notify successful offerors on the date specified in the invitation. The date of acceptance by CCC will be the contract date.
- B. In addition to the price, factors considered in accepting offers will include the time of shipment, the total cost to the Government to deliver the product to the ultimate destination, and the responsibility of the offeror as demonstrated by prior contract performance.
- C. CCC may accept or reject any or all offers, or portions thereof.

5. PROVISIONS OF CONTRACT

- A. The contract consists of:
 - (1) Contractor's offer.
 - (2) CCC's acceptance.
 - (3) The applicable invitation.
 - (4) This announcement, including Appendixes 1, 2, and 3.
 - (5) TQSA Supplier Guidelines.
 - (6) USDA-1, except Articles 6, 7, 50, and all of Part E.
- B. If the provisions of USDA-1, TQSA Supplier Guidelines, and this announcement are not consistent, the provisions of this announcement will prevail. If the provisions of USDA-1, TQSA Supplier Guidelines, this announcement, and the invitation are not consistent, those of the invitation will prevail.
- C. No interpretation or amendment of this announcement is valid or enforceable unless such interpretation or amendment is in writing and executed by the contracting officer.

6. NAICS CODE AND SMALL BUSINESS SIZE STANDARD

- A. The North American Industry Classification System (NAICS) code for this acquisition and the small business size standard is:

Commodity	NAICS Code	Corresponding Sic Code	Size Standard (Employees)
Fats and Oils, Refining and Blending	311225	2079	1,000

- B. The small business size standard for a concern which submits an offer in its own name, but which proposes to furnish a product which it did not itself manufacture, is 1,000 employees.

- C. The U.S. Small Business Administration (SBA) has implemented the Procurement Marketing and Access Network (PRO-Net), which has replaced the former Procurement Automated Source System (PASS). PRO-Net is a procurement related Internet-based electronic search engine for locating small, small disadvantaged, and women-owned small business sources. The PRO-Net Internet address (URL) is (<http://pro-net.sba.gov>). Companies that do not have access to the Internet may register for PRO-Net through your local SBA Office. The PRO-Net is a free electronic gateway to the Commerce Business Daily, government agency home pages, and other sources of procurement opportunities.

7. RESPONSES TO ILLEGAL OR IMPROPER ACTIVITY

A. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

- (1) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may:
 - (a) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (b) Rescind the contract with respect to which:
 - 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either:
 - a) Exchanging the information covered by such subsections for anything of value; or
 - b) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (2) If the Government rescinds the contract under paragraph A. (1) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (3) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

B. Price or Fee Adjustment for Illegal or Improper Activity

- (1) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph B. (2) of this clause if the head of the contracting activity or designee determine that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (2) The price or fee reduction referred to in paragraph B. (1) of this clause shall be:
 - (a) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (b) For cost-plus-incentive-fee-contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or “fee floor” specified in the contract;
 - (c) For cost-plus-award-fee contracts:
 - 1) The base fee established in the contract at the time of contract award;
 - 2) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the contractor for each award fee evaluation period or at each award fee determination point.
 - (d) For fixed-price-incentive contracts, the Government may:
 - 1) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - 2) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the contracting officer may defer such adjustment until establishment of the total final price of the contract. The total final prices established in accordance with the incentive price revision provisions of the contract award and such reduced price shall be the total final contract price.
 - (e) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the contracting officer from records or documents in existence prior to the date of the contract award.

- (3) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph B. (2) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (4) In addition to the remedies in paragraphs B. (1) and B. (3) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

8. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

- A. The Government suspends or debar contractors to protect the Government's interests. Contractors must not enter into any subcontract equal to, or in excess of, the small purchase limitation of \$25,000 with a contractor that has been debarred, suspended, or proposed for debarment unless the acquiring agency's head or designee determines there is a compelling reason for such action (FAR 9.405).
- B. The contractor must require each proposed first-tier subcontractor, whose subcontract shall exceed the small purchase limitation of \$25,000, to disclose to the contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- C. A corporate officer or a designee of the contractor must notify the contracting officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement Programs). The notice must include the following:
 - (1) The name of the subcontractor;
 - (2) The contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement Programs;
 - (4) The systems and procedures the contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

9. COMMODITY SPECIFICATIONS

A. Domestic Origin

- (1) The product delivered under this announcement must be produced in the United States from commodities produced in the United States.
- (2) For purposes of this section, the following definition applies:

"Produced in the United States" means manufactured, processed, mined, harvested, or otherwise prepared for sale or distribution, from components originating in the United States. Components originating in the United States which have been exported, and subsequently imported back into the United States, will not be considered as having been produced in the United States.
- (3) The contractor must maintain records to verify that during the contract shipping period, at the point of packaging or, in the case of bulk commodities, at the point of delivery to CCC, the product was in compliance with the domestic origin requirements of this section of the announcement. (See Article 76 of USDA-1)
- (4) CCC will randomly conduct domestic origin compliance reviews to determine if the product delivered to CCC was produced and manufactured in the U.S. from materials produced and manufactured in the U.S. Upon request, the contractor must submit documentation substantiating compliance to the contracting officer for review. This documentation may include procurement, production, inventory, delivery, and any other pertinent records. Onsite reviews may also be performed, at the discretion of CCC.

B. Product Quality Specifications

NOTE: All functions currently being performed by the Federal Grain Inspection Service (FGIS) will be the responsibility of the contractor. The announcements will be amended at a later date to change all references to FGIS.

- (1) Sunflower seed oil delivered under this announcement must be fortified with vitamin A (retinol palmitate) at the rate of 60-75 IU/g. Labeling shall be in accordance with Part 4 of Appendix 2.
- (2) Contractors are authorized to utilize the services of a private, independently owned and operated laboratory capable of performing the vitamin A analysis of the sunflower seed oil. Independent testing is authorized to certify the level of vitamin A fortification only. If the contractor chooses to utilize the services of a private, independently owned and operated laboratory for analysis of vitamin A content the following applies:

- (a) CCC reserves the right to ensure the validity of the independent laboratory's results through random and unannounced comparison tests using samples randomly submitted to USDA Commodity Testing Laboratories by FGIS representatives.
 - (b) Analytical results obtained by the designated laboratory must be submitted to the FGIS representative on stationery bearing the laboratory's letterhead.
 - (c) The FGIS representative shall randomly select, control, and submit laboratory samples to the USDA or independent laboratory designated by the contractor for analysis.
 - (d) Costs incurred for mailing and analysis of all required (including comparison tests) samples shall be for the account of the contractor.
- (3) Sunflower seed oil must be processed in accordance with good commercial practices. The delivered oil shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sale of the oil within the commercial marketplace. Delivered oil shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.
- (4) Sunflower seed oil shall be clear and brilliant when held at 70E to 85EF (21.1E to 29.4EC). The oil shall be free from sediment, such as metal, wood, dirt, glass, paint, insects, insect parts, or any other foreign material. The oil shall have a bland odor and flavor and shall be free from beany, rancid, painty, musty, metallic, fishy, putrid, or any other undesirable odor and/or flavor. The oil shall have a light viscosity and shall not have a heavy oily mouth feel. Heavy metal scavengers, antifoaming agents, and antioxidants can be added provided levels of use are in accordance with appropriate Food and Drug Administration regulations.
- (5) The finished sunflower seed oil shall conform to the analytical requirements as specified below. Analyses shall be made in accordance with Methods of the American Oil Chemists' Society (AOCS), for refined, bleached, and deodorized sunflower seed oil:

	Minimum	Maximum
Saponification (SAP) Value	186	194
Moisture and Impurities		10 %
Unsaponifiable		1.5%
Free Fatty Acids <u>1/</u> <u>2/</u>		0.05%
Iodine Value	125.0	145.0

Color Lovibond Scale		15.0 Yellow 1.5 Red
Peroxide Value <u>1/</u>		1.0
Linoleic <u>3/</u>	55%	
Specific Gravity by 20 Degree Centigrade	0.917	0.924

- 1/ Determination shall be made within seven days after packaging. Samples submitted for testing shall be in a completely filled container.
- 2/ Maximum of 0.06 percent free fatty acid will be acceptable if propyl gallate is added as an antioxidant.
- 3/ Determined by gas chromatography of methyl esters of fatty acids.

C. Quality Discounts

If the product to be delivered by the contractor does not meet the quality specifications listed above in B(3), but falls within the discounts listed, the commodity may be delivered to CCC; but the purchase price shall be reduced in accordance with the following schedules of discounts for each 100 pounds (net weight) of product delivered:

DISCOUNTS

Excess Color		Excess Peroxide Value Meg/Kg.	Excess Free Fatty Acid, Percent
Yellow	Red		
15.1 or 15.2 - 5 cents	1.6 or 1.7 - 5 cents	1.1 through 1.3 - 35 cents	.06 or .07 - 10 cents
15.3 or 15.4 - 10 cents	1.8 or 1.9 - 10 cents	1.4 through 1.5 - 50 cents	.08 or .09 - 20 cents
15.5 or 15.6 - 15 cents	2.0 or 2.1 - 15 cents		.10 or .11 - 30 cents

- D. Subject to the provisions of Articles 60 and 68 of USDA-1, commodity which deviates from the specifications of this contract shall be rejected.

10. QUALITY ASSURANCE

- A. The contractor must perform the product testing and quality analysis to ensure that the product meets the specifications described in 9.B. The results must be evidenced by a Certificate of Analysis. The contractor must retain the certificates of analysis and furnish to CCC upon request. Contractors are required to notify KCCO immediately of lots that fail to meet contract requirements. Contractors must submit product samples by lot to FGIS Commodity Testing Laboratory for analysis for six months after implementation of TQSA. Fees for submitted samples will be for the account of the contractor.

- B. Except for analysis for vitamin A fortification as provided in paragraph 9 B (4), the inspection as required by Article 54 of USDA-1, and checkloading as provided in Article 55 of USDA-1, shall be performed by the USDA Federal Grain Inspection Service (FGIS). Checkloading is required for intermodal movements only. Procedures to be followed and a schedule of fees for this service may be obtained by contacting FGIS. Subject to Articles 54(k), 54(o), and 55(b) of USDA-1, the quality (as described in paragraph 9.B.-D.), weight, packaging, and checkloading (if applicable), of the product must be evidenced by certificates issued by FGIS.
- C Contractor must not ship the product unless the containers and markings meet the Acceptable Quality Level (AQL) of the “U.S. Standards for Condition of Food Containers.” Except with respect to shipments which do not meet the AQL Standards, and notwithstanding Article 56(b) of USDA-1, contractor assumes all risks and liabilities which arise with respect to the failure of the shipped product to meet contract specifications.
- D. Contractor must provide FGIS inspectors with scales suitable for random selection weighing of 208 liter drums. Failure to provide such scales may result in termination of the contract pursuant to Article 68 of USDA-1.

PACK SIZE (LITERS)	NET WEIGHT		UNDER-FILL LIMIT	
	KILOGRAMS	POUNDS	KILOGRAMS	POUNDS
4	3.7	8.1	3.6	7.9
20	18.5	40.7	18.2	40.1
208	194.5	429.0	193.0	425.0
208 NITROGEN SPARGED	193.0	425.0	191.0	420.0

- E. No individual container shall weigh less than the under-fill limit. Lots found to have any containers weighing less than the under-fill limit will be rejected.
- F. If there is a shortage of more than one-half pound per 208 liter drum between the commodity inspection certificate weight and the weight per drum specified in the invitation, the purchase price shall be discounted by the difference between required and actual net weights multiplied by \$0.15.
- G. If the product fails to meet contract specifications on one or more factors on the first inspection, the contractor may arrange with FGIS for subsequent inspections of the commodity. The inspections may be conducted at origin or a subsequent point of delivery if the provisions of Title 7 CFR 68.44 through 68.63 issued under the Agricultural Marketing Act of 1946, as amended, with respect to retest, appeal, and new inspections can be met. When subsequent inspections of the product are made, the results of the last inspection will be used as the basis for payment under the contract.

- H. TQSA program is a method of contractor verification and shall not relieve contractors of their responsibility to deliver a product which complies with all contractual and specification requirements.
- I. If contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, contracting officer may terminate contract for default.

11. SHIPMENT AND DELIVERY

- A. Shipment and delivery must be made in accordance with this announcement and Articles 56 and 64 of USDA-1.
- B. Title and risk of loss will pass to CCC on the date of delivery, as evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- C. The quantity of the product delivered must be evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- D. Contractors are required to make **TWO** notifications for each shipment (See Article 56(c) of USDA-1):
 - (1) The Notify Party shown on the KC-269, "Notice to Deliver" (N/D), must be contacted prior to shipment.
 - (2) The contractor must submit form KC-366, Shipment Information Log, for each N/D, annotating on the form when the shipment is complete for each N/D. The KC-366 is to be faxed as early as possible each Tuesday and Thursday, until shipping is complete, to both the Traffic Management Division, KCCO (facsimile number 816-926-6767) and the Notify Party(s) on the N/D. Contractors must notify the contracting officer in advance if shipments will not be made by the final shipment date under the contract, in accordance with Article 67(a) of USDA-1.

12. LIQUIDATED DAMAGES

- A. Compensation to Contractor for Late Issuance of Notice to Deliver

Liquidated damages for delay in shipment due to late issuance of the N/D will be payable in accordance with Article 65 of USDA-1, and will be at the rate of \$0.10 per 100 pounds (net weight) per day.

- B. Compensation to CCC for Delay in Shipment

Liquidated damages for delay in shipment will be payable in accordance with Article 67 of USDA-1, and will be at the rate of \$0.10 per 100 pounds (net weight) per day.

13. INVOICES AND PAYMENT

- A. Invoicing and payment will be handled in accordance with Article 70, USDA-1. Invoices must be mailed to:

Kansas City Management Office
Commodity Financial Operations Division, SB-VIPS
P.O. Box 419205
Kansas City, MO 64141-6205
- B. Payments may be made directly to a financial banking institution. To receive payments electronically, Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form must be completed. The Debt Collection Improvement Act of 1996 amended 31 U.S.C. 3332 to require Federal agencies to convert all Federal payments from checks to electronic fund transfers no later than January 1, 1999. If you have questions or would like this form mailed to you, contact Commodity Financial Operations Division, ICB.
- C. If product to be delivered by the contractor falls within the quality discount table as outlined under COMMODITY SPECIFICATIONS, a Certificate of Analysis of the analytical results must be submitted with the invoice package, and these factors must be asterisked.

14. INQUIRIES

Inquiries pertaining to USDA-1 and this announcement should be directed to:

Kansas City Commodity Office
Export Operations Division
P.O. Box 419205
Kansas City, MO 64141-6205

George Aldaya
Director
Kansas City Commodity Office

APPENDIX 2

Packaging and Marking Specifications

ANNOUNCEMENT SFSO1 PURCHASE OF REFINED SUNFLOWER SEED OIL FOR USE IN EXPORT PROGRAMS



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REFINED SUNFLOWER SEED OIL

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**APPENDIX 2 TO ANNOUNCEMENT SFSO1
PURCHASE OF REFINED SUNFLOWER SEED OIL
FOR USE IN EXPORT PROGRAMS**

Packaging and Marking Specifications

PART 1. BASIC PROVISIONS

1.1 PURPOSE

- A. This Appendix outlines the packaging and marking requirements, container specifications, and procedures for the approval of containers and packaging materials used in shipments under export food assistance programs.
- B. This Appendix supersedes all previous packaging requirements and specifications outlined in handbooks, announcements, or notices.
- C. Changes to this Appendix will be issued periodically in the form of amendments to the Announcement. Contractors are advised to ensure that all subcontractors, e.g., container and packaging material manufacturers, are familiar with the requirements on a contract-by-contract basis.

1.2 USDA RESPONSIBILITIES

- A. The Deputy Administrator, Commodity Operations (DACO), USDA-FSA, Washington, D.C., is responsible for approving the use of all containers and packaging materials.
- B. The USDA Federal Grain Inspection Service (FGIS) is responsible for examining the containers and packaging materials according to the:
 - (1) Specifications in this Appendix.
 - (2) U.S. Standards for Condition of Food Containers.
 - (3) Agricultural Marketing Service Handbook for Inspection of the Condition of Food Containers.
- C. The Kansas City Commodity Office (KCCO) is responsible for accepting or rejecting commodities, containers, and packaging materials on a contract-by-contract basis.

1.3 APPROVAL OF ALTERNATIVE PACKAGING

- A. To request approval of an alternative container or packaging material, commodity suppliers or package manufacturers must submit a written request to DACO, including the construction specification and any supporting evidence of performance such as:
 - (1) Laboratory test data.
 - (2) Reports of field testing.
 - (3) History of successful use in commercial channels.
 - (4) Environmental impact.
- B. The supporting evidence must show that the proposed alternative container or packaging material will perform as well as the container(s) or packaging material(s) currently specified and authorized for use.
- C. The proposed alternative container or packaging material must have an environmental impact equal or less than the container(s) or packaging material(s) currently specified and authorized for use. DACO will evaluate the total life cycle of the proposed alternative container or packaging material and will consider the environmental impact of each stage from manufacture, through its use, to waste management (reuse, recycle, or disposal).
- D. In response to requests, DACO will do one or more of the following:
 - (1) Request that samples of the container or packaging material be sent for evaluation to a package testing laboratory designated by DACO.
 - (2) Require test shipments of filled containers.
 - (3) Deny the use of the container or packaging material.
 - (4) Authorize the use of the container or packaging material, in writing, based on the information submitted, environmental impact evaluation, and/or completion of successful testing. The written authorization must be made available to the applicable inspection agency upon request.

1.4 INQUIRIES

Inquiries concerning these specifications or the approval of alternative containers should be directed to:

USDA/FSA/DACO
Contract Management Branch
P.O. Box 2415
Washington, D.C. 20013-2415
ATTN: Packaging

1.5 QUALITY CONTROL

To verify that containers or packaging materials continue to meet the applicable construction and performance specifications approved by DACO, the following steps are in effect under the authority of Article 54 of USDA-1.

- A. At the contractor's plant, FGIS will select random samples of the containers or packaging materials intended for use in shipment of the product.
- B. FGIS will send the samples to a package testing laboratory designated by DACO.
- C. The number of samples selected and the frequency of laboratory testing will be determined by DACO.
- D. Samples may or may not be evaluated at the laboratory prior to the packaging and shipment of the product.
- E. Containers or packaging materials found to be in noncompliance may be rejected to CCC's contractor.
- F. All samples will be held at the laboratory for future reference and will be examined, as deemed necessary, to determine compliance.

1.6 LIABILITY

In accordance with Article 60 of USDA-1, CCC's contractor will be liable if containers or packaging materials do not meet contract requirements.

PART 2. GENERAL REQUIREMENTS

2.1 CONTAINERS AND MATERIALS

- A. Unless otherwise specified, all containers and packaging materials must be:
- (1) Constructed as specified in this Appendix and any referenced specifications, or as authorized in writing by DACO.
 - (2) New and made of components and by processes which will not impart an odor, flavor, color, or other objectionable characteristic to the product being packaged.
 - (3) Constructed to meet the requirements of the Food and Drug Administration (FDA) for safe contact with the packaged product.
 - (4) Constructed from the maximum amount of recycled materials practicable without jeopardizing performance or food safety.
- B. All containers and packaging materials must be manufactured and assembled in the United States. The components that make up the fabricating materials of the containers and packaging materials must be of U.S. origin to the extent that they are commercially available. Questions concerning the availability of a material should be directed to:
- USDA/FSA/DACO
Contract Management Branch
P.O. Box 2415
Washington, D.C. 20013-2415
ATTN: Packaging
- C. The offeror must maintain records to verify that during the contract shipping period, at the point of packaging, the containers and packaging materials were in compliance with paragraph 2.1,B. See Article 76 of USDA-1.
- D. Filled containers must be safe for individuals coming in contact with them during handling, stacking, and storage operations.
- E. The weight capacity of a container, e.g., 3.7 KILOS, is defined as a container designed to hold 3.7 kilograms of product.

2.2 CERTIFICATION OF COMPLIANCE

- A. A Certification of Compliance (C.O.C.) must be provided by the container or packaging material manufacturer for each contract.
- B. The C.O.C. must state that all containers or packaging materials meet the requirements of this Appendix.
- C. FGIS will determine whether the contractor has obtained a C.O.C. from the appropriate container or packaging material manufacturer.
- D. The C.O.C. must be either printed on each individual container or provided in writing for review by FGIS. When printed on the container, the C.O.C. must be as small as possible, yet legible.
- E. The C.O.C. must read:

**"THIS CONTAINER IS CONSTRUCTED IN COMPLIANCE WITH DACO
PACKAGING REQUIREMENTS"**

or

**"THIS PACKAGING MATERIAL IS CONSTRUCTED IN COMPLIANCE WITH
DACO PACKAGING REQUIREMENTS"**

- F. The C.O.C. may be printed in either upper or lower case lettering.

PART 3. CONTAINER AND PACKAGING REQUIREMENTS

3.1 4-LITER OBLONG-STYLE CANS

- A. Oblong-style steel cans must be clean, sanitary, suitable for sunflower seed oil, and meeting Federal Specification PPP-C-96, as amended.
- B. Oblong-style cans must be sized to accommodate 4-liters of sunflower seed oil.
- C. Oblong-style cans must be liquid tight, oblong Type V, Class 4, or 8, at contractor's option.
- D. The ends of the oblong-style cans must be compound lined and doubled-seamed with welded side seams in accordance with FDA guidelines for safe contract with sunflower seed oil.
- E. The entire oblong-style can must be constructed of steel, coated throughout with #20 electrolytic tin plate . The minimum nominal basis weight of the metal must be 90 pounds for both bodies and ends.

3.2 4-LITER CYLINDRICAL-STYLE CANS

- A. Cylindrical-style steel cans must be clean, sanitary, and suitable for sunflower seed oil. The cylindrical-style can must:
 - 1. be sized to accommodate 4 liters of sunflower seed oil;
 - 2. have a welded side seam and cluster beads located throughout the body;
 - 3. have the ends compound lined and double seamed;
 - 4. have concentric rings embossed at the top and bottom ends; and,
 - 5. have a preformed opening in the center of the top to accommodate a flexible spout.
- B. The steel utilized in the construction of the cylindrical-style cans must:
 - 1. be of a minimum 85-pound basis weight for the body of the can and of a minimum 85-pound basis weight for the top and bottom;
 - 2. be T4 temper throughout;
 - 3. have a minimum #20 electrolytic tin plate coating throughout; and
 - 4. be prime material, single reduced steel.

3.3 FLEXIBLE SPOUT CLOSURES

- A. Oblong and cylindrical-style cans must have flexible spout closures.
- B. The body of the closure must be constructed of low density polyethylene and must be designed to press into the preformed opening in the can top to provide a leakproof closure.
- C. The pouring opening of the spout must have threads and must be a minimum of 1/2" in diameter and have an integrally molded diaphragm which must be cut off to pour.
- D. The pouring spout must have a threaded cap made of high density polyethylene, or comparable material, with a bail handle for lifting into pouring position. The spout in pouring position, without cap, must extend a minimum of 1-1/8" above the top of the can.
- E. The top of the can must have a preformed opening which has a downward extruded lip to accept a small size flexible spout closure. The opening must have a minimum diameter of 1.362 inches and a maximum diameter of 1.368 inches.
- F. The spout closure must be preheated to a range between 100 °F and 120 °F immediately prior to insertion into the opening.

3.4 4-LITER PLASTIC CONTAINERS

- A. Plastic containers must be clean, sanitary, and suitable for sunflower seed oil.
- B. Plastic containers must be square in shape, weigh a minimum of 165 grams, and be sized to accommodate 4 liters of sunflower seed oil.
- C. Plastic containers must have a 38-40 mm neck finish closed with screw-on caps having inner foil seals. Each inner foil seal must be completely induction sealed to the container opening and must prevent the product from leaking during distribution.
- D. Plastic containers must be light blue in color.
- E. The utilization of plastic containers is limited. Plastic containers must be specified within the purchase Invitation for Bids or authorized in writing by the KCCO Contracting Officer.
- F. Sunflower seed oil suppliers must obtain written authorization by DACO or the KCCO Contracting Officer prior to utilizing a specific plastic container construction or when any change is to the specific construction is desired by the contractor.

3.5 SHIPPING CONTAINERS FOR OBLONG AND CYLINDRICAL-STYLE CANS

- A. Shipping containers must be packed with 6/4-liter oblong or cylindrical-style cans.
- B. Shipping containers must be constructed in accordance with Federal Specification PPP-B-636, as amended, Type CF or SF, Class Weather-Resistant, Variety SW, Grade V3c, W5c, or W5s.
- C. Shipping container flaps must be securely closed with hot-melt or other suitable adhesive to prevent lifting of free edges or corners of outer flaps. The flaps must not open during handling and transport operations. Four adhesive stripes a minimum of 2 inches in length must be applied in each inner or outer flap. When opened, the flaps must show evidence of significant fiber tear in the flap area at all adhesive points.
- D. The manufacturers joint must be securely closed with hot-melt or other suitable adhesive to prevent lifting of free edges or corners of outer flaps.
- E. A top-loading regular slotted container or end-loading style shipping container may be utilized.

3.6 SHIPPING CONTAINERS FOR PLASTIC CONTAINERS

- A. 6/4-liter bottles must be packed in a corrugated fiberboard shipping container with a "H" style insert. The shipping container must be a regular slotted container constructed of a minimum 44-pound edge crush test (ECT) corrugated fiberboard. The shipping container must conform to Rule 41, as amended, of the Uniform Freight Classification Rules and Regulations and must be sized to minimize headspace between the top of the bottles and the closed flaps of the shipping container. The insert must be constructed of a minimum 44-pound ECT corrugated fiberboard and the legs must extend 3 inches. The insert must extend to the top of the shipping container.
- B. The shipping containers must be marked to show the maximum safe stacking height. This should be expressed as follows: "Do not stack above ____ tiers per pallet, ____ pallets high." It is the responsibility of the contractor in cooperation with the shipping container and plastic container manufacturer to determine the safe stacking height.

3.7 PERFORMANCE SPECIFICATIONS

A. Cylindrical-Style Cans

Cylindrical-style steel cans must be capable of withstanding the following performance testing. Individual cylindrical-style steel cans must have a minimum average top-to-bottom compression strength load of 1500 lbs. Compression strength shall be determined by ASTM D642-90, "Standard Test Method for Determining Resistance of Shipping Containers, Components and Unit Loads," using a compression testing machine with a swivel platen (provision 5.1.2), and conducted without contents, closures, or shipping containers.

B. Plastic Containers

Plastic containers must meet applicable Department of Transportation (DOT) and United Nations (UN) performance as determined by the Michigan State University (MSU) School of Packaging.

3.8 QUALITY ASSURANCE TESTING - CONTAINERS

Sunflower seed oil suppliers must submit 2 shipping containers filled with 12 empty oblong-style cans, cylindrical-style cans, or plastic containers, as applicable, to the MSU School of Packaging. 12 Rieke Jr. spouts must accompany the cans along side but must not be inserted into the can. Plastic containers must have caps screwed on but no induction seal performed. If submitting samples to the MSU School of Packaging, the address is as follows:

Michigan State University
School of Packaging
East Lansing, MI 48824-1223
ATTN: USDA Testing

3.9 QUALITY ASSURANCE TESTING - CAN TOPS

- A. Cylindrical and oblong-style steel can top manufacturers must submit samples to the flexible spout manufacturer for verification that the can tops were manufactured to ensure proper performance, once the can is filled and sealed by the sunflower seed oil supplier. Specifically, at the time of initial can top production or whenever a manufacturing or die change is made by the can top manufacturer, the manufacturer must submit a sample of twelve can tops to the applicable spout manufacturer. This sample will be referred to as the First Article Sample. Once the spout manufacturer has confirmed in writing that First Article Samples were manufactured to the specifications necessary to provide an acceptable seal after the filler has inserted the spout, the manufacturer would be authorized to commence production. The manufacturer shall maintain the written conformations in accordance with Article 76, USDA-1, General Terms and Conditions for the Procurement of Agricultural Commodities or Services. It is the responsibility of the steel can top manufacturer to maintain a consistent manufacturing process, supported through the utilization of Statistical Process Control techniques, to ensure that the four critical dimensions associated with the performance of the can top are maintained. The spout manufacturer will advise the Kansas City Commodity Office (KCCO) Contracting Officer of the test results.
- B. If at any time subsequent to First Article Sample approval: (1) the can top manufacture makes a tooling change other than normal maintenance to the top die, or (2) if a new die is entered into the can top manufacturing process, or (3) if the end manufacture has been out of production for more than 90 days, then the can top manufacturer must resubmit a new group of First Article Samples as previously described.

3.10 20-LITER PAILS

- A. 18.5 kilograms (40.7 pounds) of oil must be packed in clean, sanitary, 20 liter round, tight-head pails. The body, top, and bottom must be constructed of 24-gauge steel. The pails must be constructed and certified to meet United Nations standard UN1A1/Y1.4/250, as a minimum.
- B. The pails must be sized in accordance with American National Standards Institute (ANSI), MH2-1997 (6.1), as amended.
- C. The interior of the pails must be coated with a rust inhibitor which meets FDA guidelines for safe contact with sunflower seed oil.
- D. A collapsible handle must be fixed to the top of the pail for ease in handling.
- E. The pails must be fitted with a crimp-on, flexible pour spout constructed in accordance with paragraph 3.1.4.9.3 of Federal Specification PPP-P-704, as amended.

3.11 208-LITER DRUMS

- A. 194.5 kilograms (429 pounds) of sunflower seed oil must be packed in new, sanitary, tight-head, steel drums.
- B. The drums must be constructed of a minimum 1.09 mm thick steel throughout (heads, bodies, and ends) and certified to meet United Nations standard UN1A1/Y1.8/300, as a minimum.
- C. The drums must be constructed in accordance with specification ANSI, MH2-1997, as amended.
 - (1) Drums with double seamed chimes must be constructed in accordance with Section 3.1 of the specification.
 - (2) Drums with triple seamed chimes must be constructed in accordance with Section 3.6 of the specification.
- D. The drums must have steel fittings and cap seals.
- E. The interior of the drums must be coated with a rust inhibitor which meets FDA guidelines for safe contact with sunflower seed oil.

PART 4. MARKING REQUIREMENTS

4.1 4-LITER OBLONG-STYLE CANS (EXHIBITS A AND B)

- A. The 4-liter cans must be marked in the color as specified in the enclosed exhibits. The natural background of the tin-plated can must be used. Pressure-sensitive or other labels are not acceptable. Any markings not shown on the enclosed exhibits must be marked in blue or black. When printed on the can, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. All printing must be lithographed in indelible ink directly on the can. Unless otherwise specified, all characters must be in normal block print.
- C. The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 2-3/8 inches high, and 4-7/8 inches in total width.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 2 inches high and 1-1/2 inches in width.
- E. "REFINED SUNFLOWER SEED OIL", "VITAMIN A FORTIFIED", and "NOT TO BE SOLD OR EXCHANGED" must be 7/16 inch print. When specified in the invitation insert the words "VITAMIN A FORTIFIED", under the words "REFINED SUNFLOWER SEED OIL".
- F. "4 LITERS - 3.7 kg" must be 1/4 inch print.
- G. The side of the can must have the letters USA and must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 1-1/2 inches high.
- H. The applicable contract number must be printed on each can.

4.2 4-LITER CYLINDRICAL-STYLE CANS (EXHIBIT C)

- A. The 4-liter cans must be marked in the color as specified in the enclosed exhibits. The natural background of the tin-plated can must be used. Pressure-sensitive or other labels are not acceptable. Any markings not shown on the enclosed exhibits must be marked in blue or black. When printed on the can, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. All printing must be lithographed in indelible ink directly on the can. Unless otherwise specified, all characters must be in normal block print.

- C. The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 2-3/8 inches high, and 4-7/8 inches in total width.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 2 inches high and 1-1/2 inches in width.
- E. "REFINED SUNFLOWER SEED OIL", "VITAMIN A FORTIFIED", must be 7/16 inch print and "NOT TO BE SOLD OR EXCHANGED" must be 1/4 to 7/16 inch print. When specified in the invitation insert the words "VITAMIN A FORTIFIED", under the words "REFINED SUNFLOWER SEED OIL".
- F. "4 LITERS - 3.7 kg" must be 1/4 inch print.
- G. The stripes must be each 7/16 inches high, must extend around the pail.
- H. The applicable contract number must be printed on each can.

4.3 4-LITER PLASTIC CONTAINERS (EXHIBIT D)

- A. The 4-liter plastic containers must be marked in the color as specified in the enclosed exhibit. Pressure-sensitive are acceptable. Any markings not shown on the enclosed exhibits must be marked in blue or black. When printed on the plastic container, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. Unless otherwise specified, all characters must be in normal block print.
- C. The size of graphics and markings are shown in the enclosed exhibit as actual sizes.

4.4 SHIPPING CONTAINERS FOR ALL 4-LITER CONTAINERS (EXHIBITS E, F, G, AND H)

- A. The corrugated fiberboard shipping containers must be marked in the color as specified in the enclosed exhibits. The natural background of the brown corrugated box must be used. Pressure-sensitive or other labels are not acceptable. Any markings not shown on the enclosed exhibits must be marked in blue or black. When printed on the box, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. All printing must be lithographed in indelible ink directly on the box. Unless otherwise specified, all characters must be in normal block print.

- C. The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 3 inches high, and 6 inches in total width. The stripes must be each 5/8 inches high, must begin 1/4 inch from the letters USA and extend to 1/2 inch from the edge of the box panel.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 1-1/3 inches high and 1 inch in width.
- E. "REFINED SUNFLOWER SEED OIL", and "VITAMIN A FORTIFIED", must be 5/8 inch print. "NOT TO BE SOLD OR EXCHANGED" must be 5/16 inch print. "6 CANS OR 4 LITERS EACH, CONTRACT NO., NET WEIGHT: 22.0 kg, GROSS WEIGHT: ____ kg, and CUBIC METERS: ____" must be 1/4 inch print. Insert the words "VITAMIN A FORTIFIED", under the words "REFINED SUNFLOWER SEED OIL".
- F. "THIS END UP" must be 3/16 inch print and the arrow must be 1/2 inches high.
- G. The markings shown in Exhibit H are required for cylindrical-style cans only.

4.5 20-LITER PAILS (EXHIBITS I AND J)

- A. The 20-liter pails must be marked in the color as specified in the enclosed exhibits. The color of the pail must be light blue. Any markings not shown on the enclosed exhibits must be marked in blue. When printed on the pail, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. All printing must be lithographed in indelible ink directly on the pail. Unless otherwise specified, all characters must be in normal block print.
- C. The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 3-1/2 inches high, and 7 inches in total width. The stripes must be each 11/16 inches high, must begin 1/2 inch from the letters USA and extend around the pail.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 2-5/8 inches high and 1-7/8 inches in width.
- E. "REFINED SUNFLOWER SEED OIL", "VITAMIN A FORTIFIED", and "NOT TO BE SOLD OR EXCHANGED" must be 3/4 inch print. "20 LITERS, NET WEIGHT: 18.5 kg, GROSS WEIGHT: 20.5 kg, and CUBIC METERS: 0.03027" must be 3/8 inch print. Insert the words "VITAMIN A FORTIFIED", under the words "REFINED SUNFLOWER SEED OIL".
- F. The contract no. must be placed on the top of the pail or on the back panel of the pail.

4.4 208-LITER DRUMS (EXHIBIT K)

- A. The 208-liter drums must be marked in the color as specified in the enclosed exhibits. The color of the drum must be light blue. Any markings not shown on the enclosed exhibits must be marked in blue. When printed on the drum, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable. All markings must be legible and of sufficient size to stand out prominently.
- B. All dimensions are approximate and may be adjusted to fit on each panel. All printing must be in indelible ink. Unless otherwise specified, all characters must be in normal block print.
- C. The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 6 inches high, and 12 inches in total width. The stripes must be each 1-1/8 inches high, must extend around the drum as far as possible.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 3 inches high and 2-1/8 inches in width.
- E. "REFINED SUNFLOWER SEED OIL", and "VITAMIN A FORTIFIED", must be 2 inch print and "NOT TO BE SOLD OR EXCHANGED" must be 1-1/2 inch print. "CONTRACT NO., NET WEIGHT: 194.5 kg, GROSS WEIGHT: 214 kg, and CUBIC METERS:" must be 1 inch print. Insert the words "VITAMIN A FORTIFIED", under the words "REFINED SUNFLOWER SEED OIL".

4.5 LOT CODES

Lot codes unique to each lot offered for inspection must be legibly marked on each individual primary container and shipping container. Commodity suppliers may use any type of lot coding system provided a unique code is used to identify each lot offered for inspection under a CCC contract. Commodity suppliers must provide FGIS or AMS inspection personnel, as applicable, with an explanation of the lot coding system utilized.

4.6 ADDITIONAL/SPECIAL MARKINGS

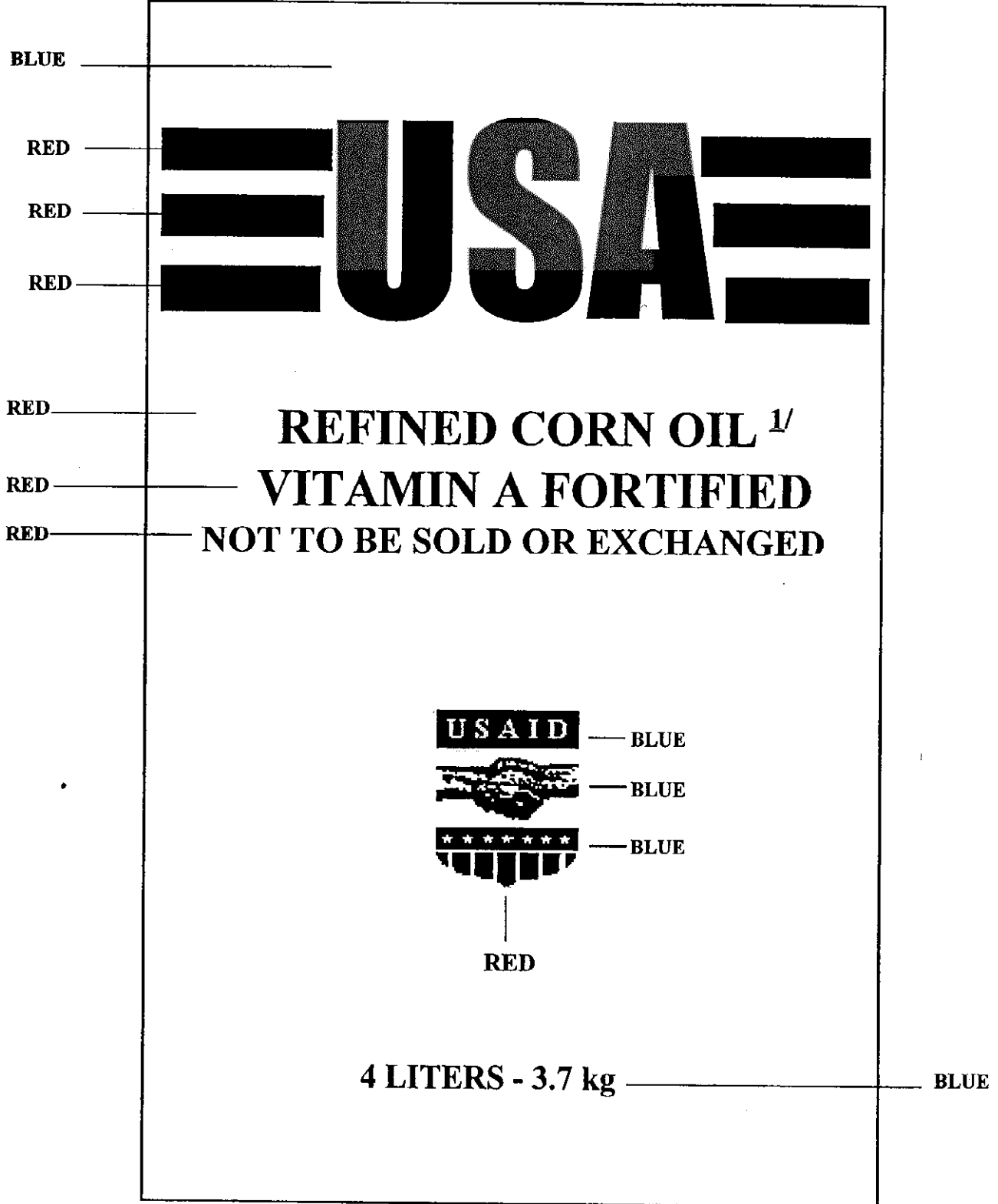
The Kansas City Commodity Office will furnish any additional or special markings within two business days after the date of the contract. The procurement of containers should be deferred for at least two business days after the date of the contract.

4.7 CERTIFICATION OF COMPLIANCE

A Certification of Compliance (C.O.C.) may be printed on each individual container. When printed on the container, the C.O.C. must be applied in accordance with Paragraph 2.2 of this Appendix.

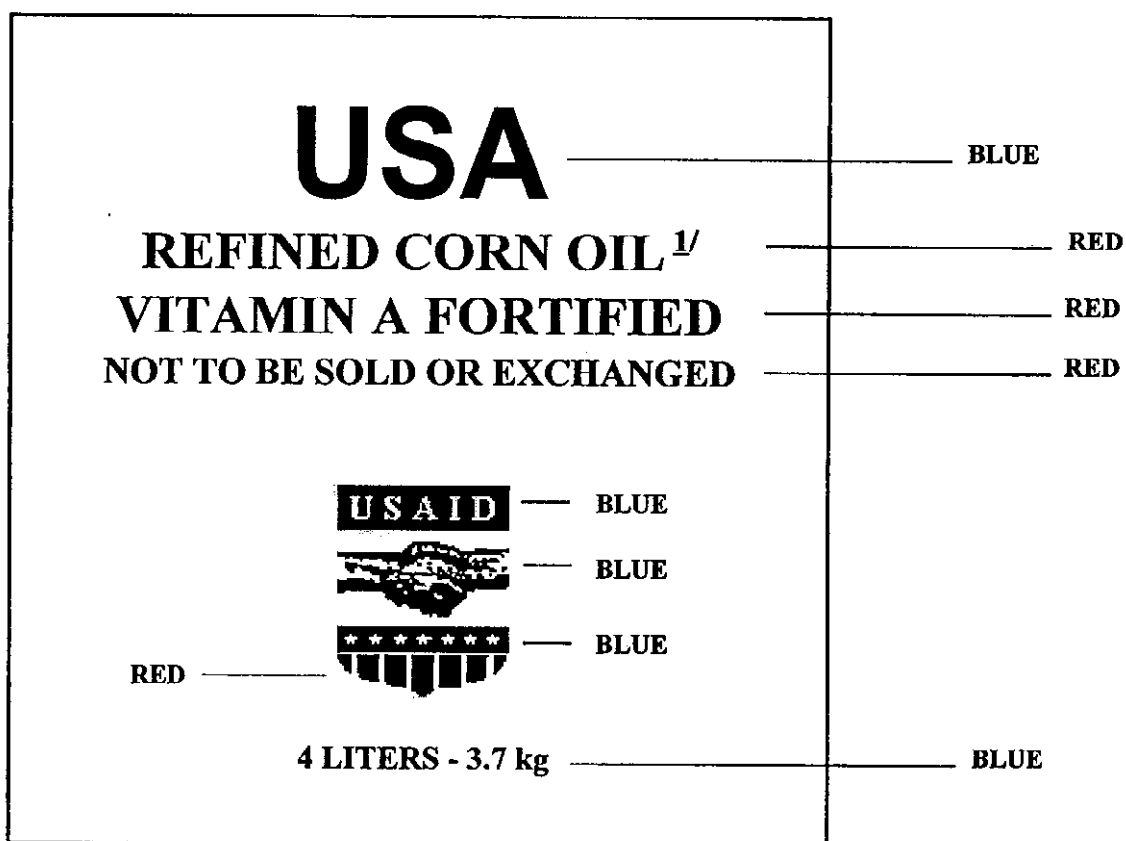
4.8 CONTAINERS WITH INCORRECT MARKINGS

- A. Containers displaying incorrect markings may be used provided that the incorrect markings are obliterated and correct markings are applied in a permanent manner.
- B. The contractor must take necessary action, in accordance with USDA-1, Article 62, to prevent the appearance in commercial or other channels of containers and container materials bearing markings required under the contract, including those held by the contractor or others, e.g., overruns.



^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

PLASTIC CONTAINER
(GRAPHIC IS ACTUAL SIZE)



^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.


2 OPPOSITE SIDES

BLUE	↑	THIS END — BLUE UP	BLUE — ↑	BLUE — THIS END UP
RED	—	—	—	—
RED	—	—	—	—
RED	—	—	—	—
RED	—	—	—	—
RED	—	—	—	—
RED	—	—	—	—
BLUE	—	—	—	—


USA

REFINED CORN OIL ^{1/}


VITAMIN A FORTIFIED



— BLUE



— BLUE



— BLUE

6 CANS OF 4 LITERS EACH

CONTRACT NO. — BLUE

^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

↑ — BLUE

THIS END — BLUE UP

RED —

RED —

RED —

BLUE —

BLUE —

BLUE —

REFINED CORN OIL 1/2

VITAMIN A FORTIFIED

NOT TO BE SOLD OR EXCHANGED

NET WEIGHT: 22.0 kg

GROSS WEIGHT: ___ kg

USAID — BLUE

RED

Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

Appendix 2, VO7

↑ — BLUE — THIS END UP

RED —

RED —

RED —

RED —

RED —

RED —

BLUE — CUBIC METERS: —

USA

REFINED CORN OIL ^{1/}

VITAMIN A FORTIFIED

NOT TO BE SOLD OR EXCHANGED

BLUE — THIS END UP

BLUE —

BLUE —

BLUE —

RED —

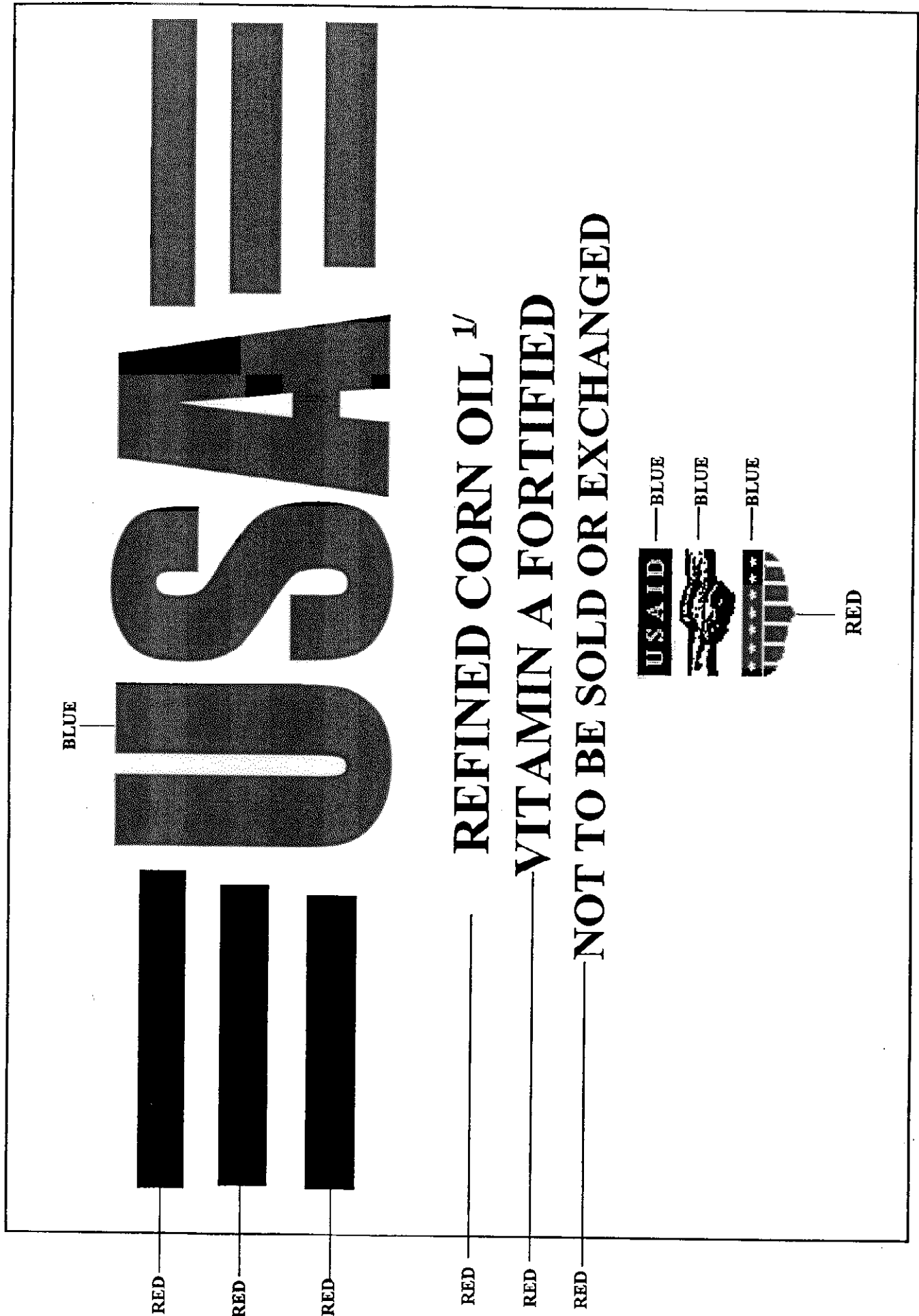
USAID — BLUE

— BLUE

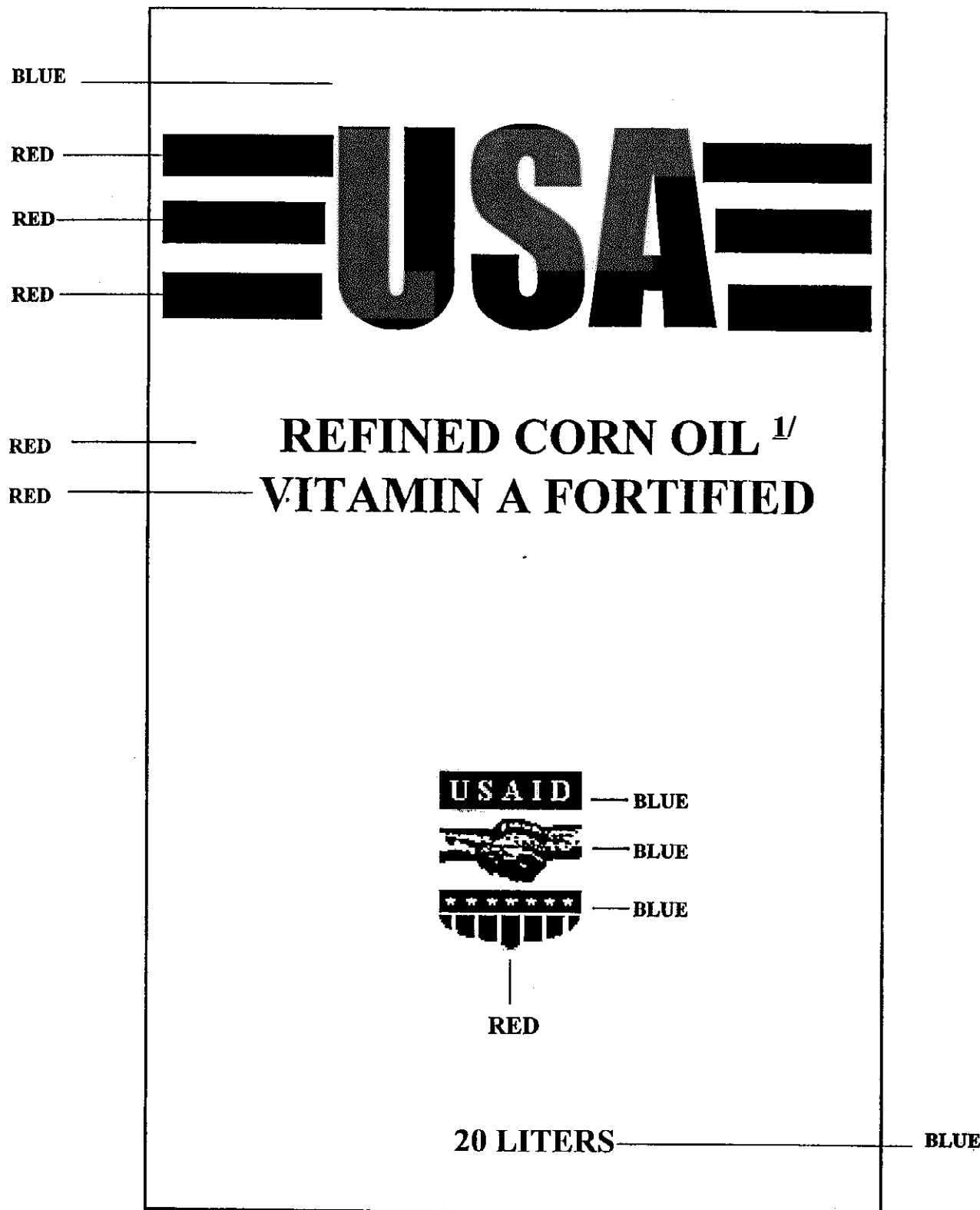
— BLUE

RED

^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.
Appendix 2, VO7



1/ Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.
Appendix 2, VO7



^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

BACK

EXHIBIT H

BLUE

RED

RED

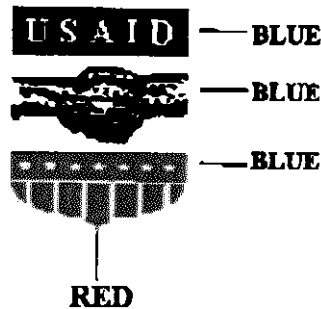
RED

RED

RED


USA

**NOT TO BE SOLD
OR EXCHANGED**



NET WEIGHT: 18.5 kg
GROSS WEIGHT: 20.5 kg
CUBIC METERS: 0.03027

BLUE

BLUE		
BLUE	USA	
BLUE		
BLUE		
REFINED CORN OIL ^{1/} VITAMIN A FORTIFIED		RED
NOT TO BE SOLD OR EXCHANGED		RED
		Entire Logo BLUE
BLUE	CONTRACT NO. NET WEIGHT: 194.5 kg	CUBIC METERS: GROSS WEIGHT: 214 kg
		BLUE

^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.